

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA**
Richmond Division

| | | |
|-------------------------|---|-----------------------|
| IN RE: |) | |
| |) | |
| KATINA LASHAWN MCMAHAND |) | Case No. 19-36671-KRH |
| |) | Chapter 13 |
| Debtor |) | |

MOTION TO SELL REAL ESTATE

COMES NOW, the Debtor, by counsel, and as and for Debtor's Motion to Sell Real Estate, states as follows:

1. The Debtor filed this case under Chapter 13 of the U.S. Bankruptcy Code on December 24, 2019.

2. PHH Mortgage is a secured creditor which holds a first mortgage on the property known as 1426 Lynhaven Ave., Richmond, VA 23224, more particularly described as

ALL that certain rectangular lot of land with the improvements thereon and appurtenances thereto, lying being and situated in the City of Richmond, Virginia, Virginia, and designated on the Plan of Powhatan Heights as Lot No. 28 in Block No. 4, and further described as follows:

BEGINNING at a point on the eastern line of Lynhaven Avenue (formerly Lancaster Avenue) distant 1300 feet south of the southern line of Harwood Street; thence running along and fronting on the said eastern line of Lynhaven a distance of 48 feet to the northern line of property now or formerly known as Bellemeade; thence extending back eastwardly between parallel lines a distance of 199.2 feet.

(the "Property").

James E. Kane (VSB #30081)
KANE & PAPA, P.C.
1313 East Cary Street
Richmond, VA 23219
(804) 225-9500 (phone)
(804) 225-9598 (fax)
Counsel for Debtor

3. The approximate payoff balance on the note secured by said mortgage is \$78,000.00. The tax assessed value of the Property is \$104,000.00.

4. Debtor has entered into a contract (“Contract”) for the sale of the Property to Real State LLC for \$130,000.00, which, upon closing of the same, will result in PHH Mortgage releasing its deed of trust against the Property. A copy of said Contract is attached hereto collectively as Exhibit “A” and incorporated herein by this reference.

5. The amount of the sale or loan proceeds to be applied to the Debtor’s obligations under the Chapter 13 is estimated to be approximately \$20,000.00, which will be sufficient funds that will result in a 100% payout to all of the allowed claims.

6. The approximate amount of sales proceeds to be paid to the Debtor is \$19,000.00.

7. On December 15, 2021, or as soon thereafter as may be practicable, Debtor intends to sell Debtor’s interest in the Property in accordance with the terms of the Contract.

WHEREFORE, the Debtor requests that the Court enter an Order authorizing the sale of the Property in accordance with the terms of the Contract and for such other relief as the Court may deem appropriate.

Dated: November 24, 2021

KATINA LASHAWN MCMAHAND

By: /s/ James E. Kane
Counsel

James E. Kane (VSB #30081)
KANE & PAPA, P.C.
1313 East Cary Street
Richmond, VA 23219
(804) 225-9500 (phone)
(804) 225-9598 (fax)
Counsel for Debtor

CERTIFICATE OF SERVICE

I hereby certify that on November 24, 2021, I will electronically file the foregoing with the Clerk of Court using the CM/ECF system, which will then send a notification of such filing (NEF) to all parties registered to receive notice thereof, and I mailed a true and exact copy to the parties on the list attached hereto.

/s/ James E. Kane
Counsel for Debtor

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA**
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| KATINA LASHAWN MCMAHAND |) | Case No. 19-36671-KRH |
| |) | Chapter 13 |
| Debtor |) | |

NOTICE OF MOTION AND HEARING

The above Debtor has filed a Motion to Sell Real Estate with the Court.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one).

The property Debtor is requesting to sell Debtor's primary residence known as 1426 Lynhaven Ave, Richmond, VA 23224 to Real State LLC for \$130,000.00. The property is currently secured by a first deed of trust with an approximate balance of \$78,000.00 which balance is to be paid in full with the proceeds from the sale of the property. The amount of the proceeds to be applied to the Debtor's obligations under the confirmed plan in this case is \$20,000.00, which will result in 100% payment of all allowed claims in this case.

If you do not want the court to grant the relief sought in the motion, or if you want the court to consider your views on the motion, then within twenty-one (21) days from the date of this Notice, you or your attorney must:

- File with the court, at the address shown below, a written request for a hearing [or written response pursuant to Local Bankruptcy Rule 9013-1(H)]. If you mail your request for a hearing (or response) to the court for filing, you must mail it early enough so the court will receive it on or before the date stated above, to:

Clerk of Court
United States Bankruptcy Court
701 East Broad Street
Richmond, VA 23219

You must also mail a copy to:

James E. Kane, Esquire
KANE & PAPA, P.C.
1313 East Cary Street
Richmond, Virginia 23219

- Attend a hearing scheduled for **December 8, 2021 at 12:00 p.m. at U.S. Bankruptcy Court, 701 East Broad Street, Room 5000, Richmond, VA 23219. If no timely response has been filed opposing the relief requested, the court may grant the relief without holding a hearing.**
- **REMOTE HEARING INFORMATION:**

Due to the COVID-19 public health emergency, no in-person hearings are being held.

This hearing will take place remotely through Zoom on the date and time scheduled herein.

To appear at the hearing, you must send, by email, a completed request form (the "Zoom Request Form"), which is available on the Court's internet website at www.vaeb.courts.gov, on the page titled, "Temporary Emergency Provisions Regarding ZoomGov Remote Proceeding Access Information." Email your completed Zoom Request Form to the email address listed for the Judge assigned to the case. Following receipt of your Zoom Request Form, Court staff will respond to the email address from which the request was submitted with additional information on how to participate through Zoom.

***The email address shall be used only to submit Zoom Request Forms. No other matters or requests will be considered by Court staff, and under no circumstances will any such matters or requests be brought to the Judge's attention. Failure to comply with these instructions may result in appropriate action, including but not limited to the imposition of sanctions.

***** PLEASE NOTE: You MUST submit the Zoom Request Form no later than two (2) business days prior to this hearing. Any documentary evidence the parties wish to present at the hearing must be filed with the Court in advance of the hearing.**

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.

Dated: November 24, 2021

KATINA LASHAWN MCMAHAND

By: /s/ James E. Kane
Counsel

James E. Kane (VSB #30081)
KANE & PAPA, P.C.
1313 East Cary Street
Richmond, VA 23219
(804) 225-9500 (phone)
(804) 225-9598 (fax)
Counsel for Debtor

CERTIFICATE OF SERVICE

I hereby certify that on November 24, 2021, I will electronically file the foregoing with the Clerk of Court using the CM/ECF system, which will then send a notification of such filing (NEF) to all parties registered to receive notice thereof, and I mailed a true and exact copy to the parties on the list attached hereto.

/s/ James E. Kane
Counsel for Debtor

Katina McMahon
#closing date?

EXHIBIT A

AGREEMENT TO PURCHASE REAL ESTATE

This agreement is made this November 15, 2021 between "Seller" Katina Mitchell and "Buyer" Real State LLC. The Seller and Buyer, when mentioned together may be referred to as Parties. Seller agrees to sell and buyer agrees to buy the following described real property together with all improvements and fixtures and the personal property described:

Street Address: 1426 Lynhaven Ave Richmond VA 23224
Parcel ID: S-007-1229-025

The parties agree to the following terms and conditions:

PURCHASE PRICE: Buyer will pay the purchase price of \$130,000 to Seller.

EARNEST MONEY: Buyer will pay \$500 to Seller as an earnest money deposit, which shall be deposited with any title company deemed by the Buyer. If Buyer fails to close then the earnest money will be forfeited to Seller as full and liquidated damages.

CLOSE OF ESCROW: Settlement shall be made on or about December 16, 2021 or as soon thereafter as title can be examined and necessary documents prepared, ("Settlement"). Possession shall be given at Settlement, unless otherwise agreed in writing.

CLOSING TERMS AND CONDITIONS: Buyer will pay both Buyer's and Seller's closing costs. Title will be transferred by warranty deed at closing. Seller agrees to provide clear title, free and clear of any lien or encumbrance. Seller will pay any back taxes at or before closing. This agreement is assignable.

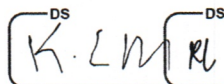
STUDY PERIOD: Buyer has 14 days from the date of acceptance of this Contract to determine whether the Property is suitable to Buyer. Seller agrees to cooperate with Buyer and allow reasonable access to the Property for inspections, including but not limited to, Structural Engineers, Architectural Design, Electrical Contractors, Plumbing Contractors, Termite and Pest Inspections, Well and Septic Inspections, Marketability of the home and Surveys. In the event Buyer determines not to purchase the Property and so notifies the Seller in writing, then this Contract shall terminate upon the giving of such notice with both parties standing fully released from any and all obligations hereunder without further documentation.

PROPERTY SOLD "AS IS": The Buyer is purchasing the Property "as is". Buyer agrees Seller is not responsible to make repairs or improvements to the property prior to closing.

DEFAULTS: If Buyer defaults under this contract, any and all money deposited by Buyer(s) as the earnest money deposit shall be retained by Seller as full liquidated damages. If Seller defaults, Buyer may pursue all remedies allowed by law and Sellers default.

SELLER ACKNOWLEDGMENT: Seller hereby acknowledges that all negotiations and deadlines with Buyer have been and are at arm's length and that Buyer has exerted no duress or undue influence over Seller or Seller's family in connection with this Agreement. Seller is aware that the Buyer is purchasing the Property for immediate and/or concurrent resale and profit.

SUCCESSORS AND ASSIGNEES: The terms and conditions of this contract shall bind all successors, heirs, administrators, trustees, executors and assignees of the respective parties, unless otherwise stated and agreed upon in writing.



ATTORNEY FEES: If legal action is needed to enforce any part of this Agreement, the winning party is entitled to reasonable attorney fees and cost.

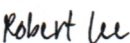
THIS IS THE ENTIRE AGREEMENT: This Agreement is complete between the Parties. No other representations have been made or relied on in making this Agreement. If any part or provision in this agreement is held to be invalid or unenforceable, the remaining valid provisions will stay in force and effect.

OTHER PROVISIONS:

By signing below, you understand and agree to the terms and conditions of this Agreement to Purchase Real Estate.

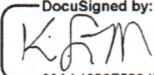
The undersigned have read the above information, understand it and verify that it is correct.

Buyer: Real State LLC

DocuSigned by:

9933B89A5950497... 11/15/2021

By: Robert Lee Date
Its: Member

Seller:

DocuSigned by:

08AA4026F5234F0... 11/15/2021

By: Katina Mitchell Date
Its: Owner

By: Date

Label Matrix for local noticing

0422-3

Case 19-36671-KRH

Eastern District of Virginia

Richmond

Wed Nov 24 13:08:31 EST 2021

UST smg Richmond

Office of the U. S. Trustee

701 East Broad St., Suite 4304

Richmond, VA 23219-1849

Anthem Healthkeepers

PO Box 9041

Oxnard, CA 93031-9041

Brock & Scott PLLC

484 Viking Drive

Suite 203

Virginia Beach, VA 23452-7321

COMCAST

PO BOX 1931

Burlingame, CA 94011-1931

City of Richmond City Hall

Room 109 Delinquent Taxes

900 East Broad Street

Richmond VA 23219-1907

Commonwealth Anesthesia

PO Box 35808

Richmond, VA 23235-0808

Continental Finance Co

Po Box 8099

Newark, DE 19714-8099

(p)DOMINION ENERGY VIRGINIA NORTH CAROLINA

PO BOX 26666

RICHMOND VA 23261-6666

Emergency Coverage Corporation

PO Box 1123

Minneapolis MN 55440-1123

City of Richmond Delinquent Taxes

Room 109

900 East Broad Street

Richmond, VA 23219-1907

United States Bankruptcy Court

701 East Broad Street

Richmond, VA 23219-1888

Ashley Funding Services, LLC

Resurgent Capital Services

PO Box 10587

Greenville, SC 29603-0587

CCS

PO Box 21504

Roanoke, VA 24018-0152

City of Richmond

Dept of Public Utilities

PO Box 26060

Richmond, VA 23274-0001

City of Richmond, Dept. of Public Utilities

730 E. Broad St. 5th Floor

Richmond, VA 23219-1861

Commonwealth Primary Care

1800 Glenside Drive

Suite 105

Richmond, VA 23226-3769

Credit Adjustment Board

8002 Discovery Drive

Suite 311

Henrico, VA 23229-8601

ECMC

P O Box 16478

Lockbox 8682

Saint Paul, MN 55116-0000

(p)JEFFERSON CAPITAL SYSTEMS LLC

PO BOX 7999

SAINT CLOUD MN 56302-7999

U.S. Bank National Association, as Trustee f

c/o Shapiro & Brown, LLP

501 Independence Parkway

Suite 203

Chesapeake, VA 23320-5174

Aes/pheaa Rehabs

Attn: Bankruptcy Dept

Po Box 2461

Harrisburg, PA 17105-2461

Bank of Missouri

Total Card

2700 S Lorraine Place

Sioux Falls, SD 57106-3657

CJW Medical Center

P O Box 13620

Richmond, VA 23225-8620

City of Richmond

PO Box 26505

Richmond, VA 23261-6505

Cjw Medical Center

Resurgent Capital Services

PO Box 1927

Greenville, SC 29602-1927

Commonwealth of Virginia

Department of Taxation

PO Box 2156

Richmond, VA 23218-2156

DMV

PO Box 27412

Richmond, VA 23269-7412

Educational Credit Management Corporation

PO Box 16408

St. Paul, MN 55116-0408

First Premier Bank

Attn: Bankruptcy

Po Box 5524

Sioux Falls, SD 57117-5524

Geico
One Geico Center
Macon, GA 31296-0001

HCA Virginia
P.O. Box 13620
Richmond, VA 23225-8620

Henrico Doctor's Hospital
PO Box 740760
Cincinnati, OH 45274-0760

Henrico Doctors Hospital
Resurgent Capital Services
PO Box 1927
Greenville, SC 29602-1927

Henrico Federal Credit Union
P.O. Box 27032
Henrico, VA 23273-7032

Honor - C/O Peritus Portfolio Services
P.O. Box 141419
Irving, TX 75014-1419

Honor Finance
909 Davis Street
Suite 260
Evanston, IL 60201-3645

IC System
PO Box 64437
Saint Paul, MN 55164-0437

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

James River Emergency Group
PO Box 14099
Belfast, ME 04915-4034

NPAS
PO Box 99400
Louisville, KY 40269-0400

Ocwen Loan Servicing
1661 Worthington Road
Suite 100
West Palm Beach, FL 33409-6493

PHH Mortgage
Attn: Bankruptcy Department
PO Box 24605
West Palm Beach, FL 33416-4605

Patient First
P.O. Box 758941
Baltimore, MD 21275-8941

(p)PERITUS PORTFOLIO SERVICES
PO BOX 141419
IRVING TX 75014-1419

Pivot Physical Therapy
PO Box 69030
Baltimore, MD 21264-9030

Premier Bankcard, Llc
Jefferson Capital Systems LLC Assignee
Po Box 7999
Saint Cloud Mn 56302-7999

Quantum3 Group LLC as agent for
Sadino Funding LLC
PO Box 788
Kirkland, WA 98083-0788

Radiology Assoc. of Richmond
P.O. Box 79923
Baltimore, MD 21279-0923

Receivables Performance Manag.
20818 44th Ave. W.
Suite 140
Lynnwood, WA 98036-7709

Richmond Ambulance Authority
2400 Hermitage Rd
Richmond, VA 23220-1200

Richmond Gastro Assoc.
P.O. box 19000
Belfast, ME 04915-4085

The Rahman Group
8002 Discovery Drive
Suite 306
Henrico, VA 23229-8601

Total Visa/Bank of Missouri
Attn: Bankruptcy
Po Box 85710
Sioux Falls, SD 57118-5710

US Attorney
919 E Main St, Ste 1900
Richmond, VA 23219-4622

US Department of Education/Great Lakes
Attn: Bankruptcy
Po Box 7860
Madison, WI 53707-7860

USDOE/GLELSI
Attn: Bankruptcy
Po Box 7860
Madison, WI 53707-7860

Virginia Department of Taxatio
PO Box 2369
Richmond, VA 23218-2369

Virginia Urology
PO Box 1870
Cary, NC 27512-1870

(p)VIRGINIA UROLOGY
Attn: Bankruptcy Department
9101 Stony Point Drive
Richmond, VA 23235-1979

Westlake - C/O Peritus Portfolio Services
P.O. Box 141419
Irving, TX 75014-1419

Westlake Financial Services
Customer Care
Po Box 76809
Los Angeles, CA 90076-0809

Westlake Financial Services
P.O. Box 76808
Los Angeles, CA 90076-0808

Xfinity/Comcast
PO Box 21428
Saint Paul, MN 55121-0428

Carl M. Bates
341 Dial 866-813-0912 Code: 8576180
P. O. Box 1819
Richmond, VA 23218-1819

James E. Kane
Kane & Papa, PC
1313 East Cary Street
P.O. Box 508
Richmond, VA 23218-0508

John P. Fitzgerald, III
Office of the US Trustee - Region 4 -R
701 E. Broad Street, Ste. 4304
Richmond, VA 23219-1849

Katina Lashawn McMahan
1426 Lynhaven Ave
Richmond, VA 23224-7304

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Dominion Energy
PO Box 26666
Richmond, VA 23261-0000

(d)Dominion Energy Virginia
PO Box 26543
Richmond, VA 23290-0000

Fingerhut
Attn: Bankruptcy
Po Box 1250
Saint Cloud, MN 56395-0000

(d)Jefferson Capital Systems
PO Box 953185
Saint Louis, MO 63195-0000

Peritus Portfolio
PO BOX 141419
Irving, TX 75014-0000

Virginia Urology
PO Box 79437
Baltimore, MD 21279-0437

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Department of Motor Vehicle
2300 W. Broad Street
Richmond

(u)Thomas Lu

End of Label Matrix
Mailable recipients 67
Bypassed recipients 2
Total 69